



**CITY OF BURBANK**  
PURCHASING DIVISION  
301 EAST OLIVE AVENUE P.O.BOX 6459  
BURBANK, CALIFORNIA 91510-6459  
(818) 238-5466

BLANKET PURCHASE ORDER NO  
**121055 REV 4**

Page 1 of 1

**Changed Purchase Order**

THE ABOVE NUMBER MUST APPEAR ON ALL INVOICES,  
SHIPPING PAPERS, PACKAGES, AND CORRESPONDENCE

22-JUL-11

**PLEASE DELIVER TO:**

CITY OF BURBANK  
275 E OLIVE AVE  
Burbank, CA 91502  
United States

**DELIVERY DUE**

F.O.B : Delivery  
TERMS: Net 20

**VENDOR NAME AND ADDRESS:**

BMC INC  
6735 ODESSA AVE  
LAKE BALBOA, CA 91406-5747  
United States

EFFECTIVE FROM: 28-OCT-09 To: 28-OCT-13								
REQ #		REQUESTED BY BWP, CDD, CM, FD, IT, LB, PR & PW			VENDOR # 13741		PHONE # (818) 787-2622	
ITEM	DESCRIPTION			QTY	UOM	UNIT PRICE		TOTAL AMOUNT
<p>TO FURNISH AND DELIVER MULTI-FUNCTIONAL PRINTER AND MAINTENANCE CITY WIDE, FOR THE PERIOD OF FOUR (4) YEARS, BEGINNING OCTOBER 28, 2009 THROUGH OCTOBER 28, 2013, WHICH INCLUDES ALL LABOR, MATERIALS, MACHINE RENTAL, SUPPLIES (EXCEPT PAPER), AND MAINTENANCE SERVICE, IN ACCORDANCE WITH ALL TERMS AND CONDITIONS AS SET FORTH IN THE MULTI-FUNCTIONAL PRINTER AGREEMENT BETWEEN THE CITY OF BURBANK AND BUSINESS MACHINES CONSULTANTS, INC., DATED OCTOBER 28, 2009.</p> <p>CHANGE ORDER NO. 1 - INCREASE TOTAL AMOUNT OF PURCHASE ORDER FOR A NOT TO EXCEED: \$100,000 FOR 11 MULTI FUNCTIONAL PRINTERS FOR FIVE (5) DEPARTMENTS.</p> <p>CHANGE ORDER NO. 2 - ADD HP DESIGNJET 130R (\$48.27 AMONTH) AND 4 YEAR SERVICE CAREPACK (\$553).</p> <p>CHANGE ORDER NO. 3 - INCREASE TOTAL AMOUNT OF PURCHASE ORDER BY \$60,000 TO ALLOW PAYMENT OF INVOICES.</p> <p>CHANGE ORDER NO. 4 - INCREASED TOTAL AMOUNT OF PURCHASE ORDER BY \$275,000 TO ALLOW PAYMENT OF INVOICES.</p>								
REFER QUESTIONS TO (818) 238-5466				BUYER NAME: K SHADLE VENDOR CONTACT:			TOTAL 775,000.00	

NOTICE: This order is subject to the terms and conditions shown of the face and reverse side hereof.  
The City is exempt from Federal Excise Tax.

MAIL INVOICE IN DUPLICATE TO  
CITY OF BURBANK  
275 E OLIVE AVE  
Burbank, CA 91502  
United States

CITY OF BURBANK, CALIFORNIA

  
PURCHASING MANAGER





**CITY OF BURBANK**  
PURCHASING DIVISION  
301 EAST OLIVE AVENUE P.O.BOX 6459  
BURBANK, CALIFORNIA 91510-6459  
(818) 238-5466

**02-NOV-09**

BLA: <sup>11</sup> PURCHASE ORDER NO  
**121055 REV 0**  
Page 1 of 1

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CORRESPONDENCE

**PLEASE DELIVER TO:**  
CITY OF BURBANK  
275 E OLIVE AVE  
Burbank, CA 91502  
United States

**DELIVERY DUE**  
F.O.B : Delivery  
TERMS: Net 20

**VENDOR NAME AND ADDRESS:**  
BMC INC  
6735 ODESSA AVE  
LAKE BALBOA, CA 91406-5747

EFFECTIVE FROM: 28-OCT-09 To: 28-OCT-13

REQ #		REQUESTED BY : BWP, CDD, CM, FD, IT, LB, PR & PW		VENDOR # 13741		PHONE # (818) 787-2622	
ITEM	DESCRIPTION			QTY	UOM	UNIT PRICE	TOTAL AMOUNT

TO FURNISH AND DELIVER MULTI-FUNCTIONAL PRINTER AND MAINTENANCE CITY WIDE, FOR THE PERIOD OF FOUR (4) YEARS, BEGINNING OCTOBER 28, 2009 THROUGH OCTOBER 28, 2013, WHICH INCLUDES ALL LABOR, MATERIALS, MACHINE RENTAL, SUPPLIES (EXCEPT PAPER), AND MAINTENANCE SERVICE, IN ACCORDANCE WITH ALL TERMS AND CONDITIONS AS SET FORTH IN THE MULTI-FUNCTIONAL PRINTER AGREEMENT BETWEEN THE CITY OF BURBANK AND BUSINESS MACHINES CONSULTANTS, INC., DATED OCTOBER 28, 2009.

1	SUPPLY MULTI-FUNCTIONAL PRINTER AND MAINTENANCE CITY WIDE	Dollar	340,000.00
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PER CITY OF BURBANK COUNCIL RESOLUTION NO. 28,016 PASSED AND ADOPTED OCTOBER 27, 2009.

INSURANCE: VENDOR SHALL MAINTAIN CURRENT, VALID, COMMERCIAL GENERAL LIABILITY WITH SEPARATE ADDITIONAL INSURED ENDORSEMENT, AUTO LIABILITY, AND WORKERS' COMPENSATION INSURANCE DOCUMENTS ON FILE IN THE CITY OF BURBANK PURCHASING OFFICE DURING THE EFFECTIVE DATES OF THIS ORDER. INSURANCE DOCUMENTS SHALL BE APPROVED BY THE BURBANK CITY ATTORNEY'S OFFICE BEFORE THEY ARE CONSIDERED VALID. FAILURE TO PROVIDE SUCH INSURANCE WHEN REQUESTED OR UPON RENEWAL SHALL CAUSE THE CITY TO STOP WORK IN PROGRESS AND WITHHOLD PAYMENTS UNTIL THE INSURANCE IS BROUGHT INTO COMPLIANCE.

INSURANCE EXPIRATION

GENERAL LIABILITY	9-1-10
ENDORSEMENT	9-1-10
AUTO LIABILITY	9-1-10
WORKERS COMP	1-1-10
ERRORS & OMMISIONS	

REFER QUESTIONS TO (818) 238-5466

BUYER NAME: K SHADLE  
VENDOR CONTACT:

TOTAL

\$340,000.00

NOTICE: This order is subject to the terms and conditions shown of the face and reverse side hereof.  
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**MAIL INVOICE IN DUPLICATE TO**  
CITY OF BURBANK  
275 E OLIVE AVE  
Burbank, CA 91502  
United States

**CITY OF BURBANK, CALIFORNIA**  
  
**PURCHASING MANAGER**



**MULTI-FUNCTIONAL PRINTER AGREEMENT BETWEEN  
THE CITY OF BURBANK AND BUSINESS MACHINES CONSULTANTS, INC.**

This Agreement by and between the CITY OF BURBANK, a municipal corporation, ("City"), and Business Machines Consultants, Inc. ("BMC") is entered into this 28th day of October 2009.

**1. SCOPE OF WORK**

- a. BMC shall provide the City of Burbank with multi-functional printers (MFP) as provided in Exhibit A to this Agreement and perform maintenance and repair service as needed on a cost-per-copy basis, including all labor, supervision, material, machine rental, supplies (including staples and excluding paper) and delivery of supplies necessary to operate MFPs provided pursuant to this Agreement. City shall have the right to retain possession of the equipment herein rented except in default of the provisions of this agreement.
- b. The Purchasing Manager shall have the authority to add equipment to Exhibit A as necessary for departmental needs, for example as more City departments are added to those who are initially using the equipment. Further, the Purchasing Manager may enter into non-financial amendments or riders to this Agreement with the review and approval of the City Attorney's Office.

**2. TERM OF CONTRACT**

This contract shall be for the period of four (4) years, October 28, 2009 through October 28, 2013. Bidder agrees to hold all prices, terms and conditions firm for the life of the contract. All prices are to be F.O.B. delivered prices to the City.

**3. CITY RESPONSIBILITIES**

- a. City will provide to BMC one PC on City's Network, and BMC will install software that will scan all devices on contract with BMC, including but not limited to, the recording of all meters, reporting of supplies usage, reporting of failures and sending of alerts. This Device reporting will ensure supply fulfillment and service response. City will ensure that all required IP addresses of the devices are accessible from that PC and all ports for scanning are open.

Also ports to the PRINTSolv server shall remain open. It is understood that the software and the PC will run 24X7 and is a requirement FOR DELIVERIES OF SUPPLIES AND FOR PROVIDING TIMELY SERVICE CALLS RESPONSE by BMC. City's failure to follow this provision shall release BMC from any and all duties required for non-performance in Section 6 - Unsatisfactory Performance of the Agreement.

- b. The City will supply properly grounded electrical outlets at each machine location, and provide adequate space for the equipment.
- c. Malicious damage to machines by City employees will be the responsibility of the City. This judgment to be made with consent of Purchasing Manager based on proof provided by BMC. No reasonable evidence shall be denied by the City.

### **3. CITY RESPONSIBILITIES (Continued)**

- d. City shall at all times during the term hereof, maintain the subject equipment free and clear of all taxes, liens and encumbrances.
- e. City of Burbank will be liable for all machines in the event of theft and any damage including fire, water damage, earthquake and other acts of nature beyond the City's control.
- f. Title to the equipment herein rented shall be, and at all times remain, in the name of BMC. City shall neither remove nor permit removal of any serial number, model number, name or any other identification of ownership.

### **4. BMC's RESPONSIBILITIES**

- a. Machines are to be placed within a reasonable time from receipt by BMC of a written Purchase Order by the City. Machines are to be placed at the using department locations. BMC will give initial training on all Machines, and when the equipment requires extensive training, BMC will train end users at no charge.
- b. BMC shall obtain a valid City of Burbank Business Tax Registration.
- c. Ownership of all machine(s) remains with BMC at all times.
- d. All maintenance and repair is to be performed by BMC during normal working hours of 8:00 AM to 4:30 PM, Monday through Friday. Service calls to be responded to within four (4) business hours after the call is placed. BMC will bear the cost of all maintenance and repair, including labor, parts, test copies, travel time, mileage, and other expenses required to keep the equipment in good working condition.
- e. Acceptable downtime before machine will be considered in disrepair is the duration of three calls or more, based on a three-month average for each machine. BMC will be expected to keep the equipment in good working order at all times. This includes regularly scheduled maintenance and repair, as well as remedial maintenance with the exception of downtime caused by misuse, abuse and user errors.
- f. For the purpose of examining and inspecting the condition of the equipment herein rented, BMC may from time to time enter any premises wherein the equipment may be kept. Prior to entering any premises BMC staff shall obtain advance authorization from the City department where the equipment is located.
- g. BMC agrees that repairs caused by power outages will not be chargeable to the City of Burbank subject to the following additional terms and conditions:
  - 1. BMC shall have the option to replace or repair the affected product replacement can be made with used equipment provided all equipment produces the same functionality or more than the equipment damaged by the power outage.
  - 2. COB shall make every effort to notify BMC of power outage allowing BMC to respond properly to damaged equipment.
  - 3. Should BMC require additional time to repair or replace the equipment damaged by the power outage, BMC will be given additional time and shall not be considered to be in default for purposes of response time, to order parts and or replace equipment, as indicated in 1 above.



**4. BMC's RESPONSIBILITIES (continued)**

All parties to this agreement recognize that any power outage is not covered by any warranty, and by BMC agreeing to the above BMC is risking the possibility of large expenses of parts and additional labor expenses. COB will take every precaution to minimize any power outage.

**5. LIMITATIONS ON BMC'S RESPONSIBILITIES**

- a. Service provided under this agreement shall not include labor, parts or expense necessary to repair damage to the machines as a result of the City's negligence, or the negligence of its employees and/or agents (to be determined by Purchasing Manager, and accepted without hesitation as the final decision), or repairs made by personnel other than a BMC technician.
- b. This agreement does not include the cost of paper. Supplies included in this agreement are limited to as required during the contract period.
- c. In the unlikely event that repair parts become unavailable during the coverage period of this contract, Section 14 - Replacement of Machines shall apply. In no event shall BMC be liable for any consequential damages as a result of the unavailability of repair parts.
- d. This agreement shall in no case extend to software, installation of software including any and all network supports, which are separate items. Initial and upgrade installation of drivers is included in this Agreement.
- e. Multiple service calls caused by operator error are chargeable to the customer if excessive. Judgment regarding excessive calls will be determined by the Purchasing Manager.
- f. BMC must coordinate with the Information Technology Department for the implementation. Information Technology Department shall meet the requirements in numerated in Section 7. - Invoices and Payments, with respect to PRINTSolv.

**6. UNSATISFACTORY PERFORMANCE**

BMC shall offer copiers that will operate satisfactorily at the monthly volume stated for each location listed. The Purchasing Division will evaluate the suitability of the equipment proposed hereunder. Whenever above average complaints arise from the using location(s) regarding the performance of the copier supplied, the Purchasing Division may request that the copier in question be changed. The Purchasing Division's decision shall be accepted without hesitation and will be the final decision. The Purchasing Manager must approve all requests for new machines prior to machines being placed.

**7. INVOICES AND PAYMENTS**

City shall pay the costs per machine as provided for in Exhibit A to this Agreement. BMC will invoice the City departments monthly, using one invoice per machine. The invoice will detail (list) location, machine serial number, beginning and ending meter reading, total number of copies by machine, and total copies to be charged by machine. BMC will provide a report to the City summarizing the billing for all machines. Equipment Rental rate is billed monthly in advance and is due and payable net 20. Monthly Meter Readings are billed monthly in arrears and are due and payable net 20.

Punctuality in payment of rent is of the essence of this agreement. It is also the essence of this agreement that the Information Technology Department of the City of Burbank will provide BMC with one Networked PC for BMC to install PRINTSolv Meter Collection Software. That PC must be on 24/7 and have the appropriate ports open to send the appropriate service and meter information to the PRINTSolv Server. Failure to do so will release BMC from any nonperformance conditions as noted in Section 6 – Unsatisfactory Performance.

**8. DELIVERY OF SUPPLIES**

PRINTSolv shall guide all automatic supplies fulfillment and or within 48 hours of an end user initiated request. Shipments will be made to a designated individual by department or by functional location. If Department/Division is in need of supplies, they may also contact BMC to fulfill order.

**9. HOLDOVER**

At the conclusion of the term provided for in Section 2 – Term of Contract in this Agreement, BMC shall continue to provide the services required by this agreement on a month-to-month basis at Prices in Exhibit A. Furthermore, BMC shall have the right to issue a cancellation notice, in writing within 60 days and each 60 days thereafter until such time as the City and BMC renew this Agreement, negotiate a new agreement, or the City enters into a new agreement with a different entity.

**10. DEFAULT BY CITY**

Punctuality in payment of rent is of the essence of this agreement. If City fails to pay any rent punctually when due, or if any execution or other writ or process is issued in any action or proceeding against City whereby the equipment may be seized or taken or restrained, or if the proceeding in bankruptcy, receivership, or insolvency is instituted by or against City or the property of City or if City enters into any arrangement or composition with its creditors, or if City fails to observe any other term, covenant, or condition of this agreement, a default shall exist hereunder. On default BMC shall have the right to retake immediate possession of the equipment herein rented, and for such purpose, BMC may enter on any premises where such equipment may be kept, and may, with or without notice of intention to do so, retake the same without incurring any liability to City whatsoever.



**11. TERMINATION OF AGREEMENT – BY CITY**

The City of Burbank may cancel this contract in its entirety for non-performance at any time, provided the City has made a reasonable effort to allow BMC the opportunity to cure the problem(s). If the problem(s) is not cured within a reasonable time period, the City may give thirty (30) days written notice of cancellation to BMC. "Reasonable effort" is defined as multiple attempts to notify the contractor without the problem being resolved in a timely fashion, causing City Operations to be impacted. "Reasonable time" is defined as a repeated pattern of neglect, where the equipment remains partially or fully non-operational for a period of one or more weeks at a time. BMC agrees to remove all equipment from the City at no additional charge. "Timely manner" is defined as one or two business days.

**12. TERMINATION OF AGREEMENT – BY BMC**

On BMC'S retaking possession of the rented equipment, pursuant to Section 10 - Default by City, hereof, this Agreement will immediately terminate without prejudice to any right or claim for unpaid rent through end of term, or on account of any other default or defaults hereunder. Accordingly, should BMC take possession of the rented equipment and sell it or any portion thereof at public or private sale in accordance with applicable provisions of California law relative to such sales, and apply the proceeds of any such sale, after deducting all costs and expenses incurred in connection with the recovery, repair, storage, and sale of the rented equipment to any obligations of City then due through end of the rental term, with City remaining responsible for any monetary deficiency.

**13. RELOCATION**

Relocation of machines may occur during the term of this contract and such relocation shall be at no cost to the City. Every effort will be made to give BMC reasonable notice for equipment being moved from one location to another. In cases where this is not possible, there will be no penalty charged by the BMC. All moves are to be within the respective building where the equipment is located. Any other moves requiring movement to other buildings will be charged at \$90.00/machine and not to exceed \$180.00/move. City's Information Technology Department (IT) shall have the right to relocate the following machines without notice to BMC: M3035xs, M3035, M2727nf, and CM 1312nfi.

If MFP is moved to a different floor, IT shall promptly provide BMC with the new Location, the new Subnet Scheme new IP address, and other pertinent information that PRINTSolv requires to transmit correctly.

If the moving the equipment results in equipment failure repairing it is chargeable at BMC's option. We would be very happy to train the IT Department in properly moving the equipment, and further more if we do not receive the new location information, BMC should not be held accountable to response time on the "new location MFP's" until PRINTSolv is updated. Updated meaning we get the information from COB IT, we send it to PRINTSolv PRINTSolv manually inputs the locations IP's etc. we verify with COB IT that the information is correct.

**14. REPLACEMENT OF MACHINES**

Pursuant to the provisions in this agreement, BMC shall remove and replace any machine of the same category (See Exhibit A) because of excessive problems or for upgrading to a higher category at any time during the contract at no additional cost to the City within ten (10) working days of verbal request. "Excessive problems" is defined as an on-going situation of equipment disrepair and/or performance failure, which despite notification from the City, remains unresolved and impacts City operations.

**15. CHANGES TO AGREEMENT – ORDERING METHOD**

It is the intent of the City to issue one main purchase order for a not to exceed amount that will adequately cover the costs of all items ordered for the period of the agreement. To add any equipment to this Agreement, Exhibit "B – Change Order, for Additional or Upgraded Equipment" will amend the agreement and must be completed and signed by the Purchasing Manager or his designee.

Any changes and/or amendments to this agreement presented after BMC receives a purchase order must be submitted in writing and acceptable to both parties. The Purchasing Manager has the authority to make changes to this agreement. The City will not execute any other agreement or contract in conjunction with this agreement. To add any equipment to this Agreement, a Rental/lease amendment must be completed and signed by an authorized agent of the City of Burbank.

**16. QUANTITIES**

There is no guarantee that the number of machines needed and the volume of copies produced will not increase or decrease. The City reserves the right to increase the quantities. For any increase BMC has the right to provide a used machine of equal or better functionality.

**17. INSURANCE REQUIREMENTS**

BMC shall assume all liability for injuries to persons or damages to property during the performance of the Contract caused by any equipment or materials furnished or work done under the Contract or the operation thereof during the life of the contract and shall furnish and maintain Worker's Compensation Insurance, General Liability, Property Damage, and Automobile Liability Insurance as herein provided, whether performance be by the BMC, their subcontractors or anyone directly or indirectly employed by him, and such insurance shall be obtained from an insurance company authorized to do business in the State of California or at least an A- rating and found to be acceptable to the City of Burbank. Said insurance shall provide that it will not be modified, canceled or terminated until at least thirty (30) days' prior written notice thereof has been filed with the Purchasing Division.



17. **INSURANCE REQUIREMENTS (Continued)**

a. **Worker's Compensation Insurance.**

- 1) BMC shall furnish satisfactory evidence that he has secured in the manner required by law the payment of Worker's Compensation provided for in the California Labor Code and all amendments thereto and shall maintain such insurance during the life of this Contract; BMC shall require each and every subcontractor to secure similar Worker's Compensation Insurance unless already covered by BMC.
- 2) If BMC is a sole proprietor, BMC must furnish a letter stating that he is a sole proprietor and is not required to carry Worker's Compensation Insurance.

- b. **General Liability and Property Damage.** During the life of this Contract, BMC shall secure, pay for and maintain General Liability and Property Damage Insurance protecting BMC and any subcontractors from any and all claims and actions for damage, for personal injury, including accidental death and for property damage which may directly or indirectly arise from, grow out of, or be attributable to, their operations or performance under this Contract, whether such operations by BMC or by a subcontractor, or by any person directly or indirectly employed by either or any of them, and said insurance shall indemnify and save harmless the City, their officers, employees, agents and representatives from all actions, causes of action, claims, debts or demands of any and every kind or nature whatsoever, by reason of, growing of, out of, or attributable to the work to be performed under said Contract, and the amount of such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for injuries, including accidental death and property damage on account of any one occurrence, on an ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage as approved by the City Attorney's Office) The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact that the claim may be asserted subsequent to the expiration of the policy.

The following **ENDORSEMENTS** are required to be placed on a Separate Endorsement to the policy furnished:

- 1) The City of Burbank, 275 East Olive Avenue, Burbank, CA 91502, their officers, employees, agents and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
- 2) With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
- 3) This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 4) With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice as been given to the City of Burbank, Purchasing Division, 301 E. Olive Ave., Burbank, CA 91502.

17. **INSURANCE REQUIREMENTS (Continued)**

- c. **Automobile Insurance.** Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries and property damage, including all owned, hired and non-owned vehicles.
- d. **Damage and Theft.** City shall maintain insurance against losses attributable to damage and theft pursuant to Section 3.e. A Certificate of Self-Insurance shall satisfy the requirements provided for in that section.
- e. **Blanket Insurance Policies.** Blanket insurance policies complying with the above requirements carried by BMC, or acceptable and approved certificates thereof, may be substituted for specific policies upon approval by the City Attorney.

18. **INJURY & ILLNESS PREVENTION PROGRAM**

The Contractor is fully responsible for the safe performance of all work for which they are contractually committed, whether performed by themselves or by their Subcontractors. The Contractor must provide adequate protection for the health and safety of City employees, the general public and their own personnel. The Contractor must have in place their own **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations and shall submit same to the City Safety Officer for review. California law also requires that the aforementioned program cover all employees and personnel controlled directed or supervised by the Contractor to the extent that they are exposed to worksite and job assignment specific hazards.

The program shall be written and shall include but not be limited to the following elements:

- a. Identification of the person or persons responsible for implementing the Contractor's safety program. List name of the Contractor's on-site Safety Representative.
- b. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices.
- c. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.
- d. The Contractor's occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.
- e. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the worksite without fear of reprisal.
- f. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.
- g. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection and training documentation. Contract shall include inspection checklist and training documentation form.



**18. INJURY & ILLNESS PREVENTION PROGRAM (Continued)**

- h. The Contractor shall include procedures to investigate occupational injury or occupational illness.
- i. For Construction projects the Contractor shall adopt a written code of safe practices which relates to the employers operations. Tailgate meetings shall be held at least every ten (10) working days with employees/crews.

**19. INDEMNIFICATION**

City agrees to indemnify BMC from and against any and all claims, demands, actions, proceedings, damages, liabilities, costs, and expenses, including attorneys' fees, arising out of, connected with, or resulting from the rented machinery, including without limitation the, selection, delivery, installation, possession, use, operation or return thereof except for claims related to negligent manufacture or design defect of the equipment provided pursuant to this Agreement. BMC shall not be accountable to City for liability, loss, or damage caused or alleged to be caused directly or indirectly by the rented equipment, by any inadequacy thereof, or defect therein, or by an incident in connection therewith, except to the extent such liability, loss, or damage is proximately caused by the negligence of BMC.

**20. EXTENSION OF CONTRACT TO OTHER LOCAL PUBLIC AGENCIES**

The prices, terms and conditions of this Agreement may be extended to other governmental agencies at the mutual agreement of both the agency and BMC. All requirements of the specifications, purchase orders, invoices and payments with other agencies would be handled directly with BMC. The City of Burbank does not warrant any additional use of the contract by such agencies.

**21. WARRANTIES**

City has relied on the expertise of BMC in the selection of the equipment supplied pursuant to this Agreement. BMC is responsible for the maintenance and repair of the equipment and will be responsible for any manufacturers' or similar warranty applicable to the rented equipment.

**22. MISCELLANEOUS**

- a. Waiver. Any waiver, consent, or approval of any breach or default by City hereunder, and any waiver of any provision or condition of this agreement shall be in writing and shall be effective only to the extent specifically set forth in such writing. No failure to exercise or delay in exercising any right, power, or remedy accruing to BMC on any breach or default, and no waiver of any single breach or default shall be construed as a waiver of any other breach or default theretofore or thereafter occurring. All remedies afforded to BMC under this agreement and by law shall be cumulative and not alternative.

**EXHIBIT A**  
**Pricing of Machines**

<b>Model</b>	<b>48 Months (per month)</b>	<b>CPC (Cost Per Copy)</b>
<b>BLACK AND WHITE - MFP</b>		
<b>Copystar CS-820</b> Includes 4,000 LCPC Stapler Stacker Network Print Network Scan	\$487.00	\$.004
<b>Copystar CS-620</b> Includes 4,000 LCPC Stapler Stacker Network Print Network Scan	\$372.50	\$.004
<hr/>		
<b>9050mfp</b> with stapler/stacker	\$263.59	\$.0076
<b>9040mfp</b> with stapler/stacker	\$245.50	\$.0076
<b>M4345xs mfp</b>	\$118.90	\$.012
<b>M4345xs mfp – 4 Trays</b>	\$168.90	\$.012
<b>M4345x mfp</b>	\$92.90	\$.012
<b>M4345x mfp – with envelope feed</b>	\$102.90	\$.012
<b>M5035xs mfp</b>	\$149.30	\$.013
<b>M5035x mfp</b>	\$122.48	\$.013
<b>M5035 mfp</b>	\$105.00	\$.013
<b>M3035xs mfp</b>	\$61.23	\$.015
<b>M3035xs mfp - single cassette</b>	\$60.00	\$.015
<b>M3035 mfp</b>	\$48.98	\$.015
<b>M2727nf mfp</b>	\$19.00	\$.019



**EXHIBIT A**  
**Pricing of Machines**

Model	48 Months (per month)	CPC (Cost Per Copy)
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**Color - MFP**

CM 8060	\$377.60	
CM 8050	\$303.90	

**Accessories at additional cost**

Stapler/Stacker	\$59.30	
4,000 Sheet LCPC	\$40.05	
Fax	\$17.40	

The CM8060/8050 are unique as they have 5 counters for color & B/W

Professional Color		\$0.059
General Office Color		\$0.049
Professional Accent Color		\$0.018
General Office Accent Color		\$0.015
Black/White		\$0.0085

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CM 6030f mfp	\$221.60	
Stapler/Stacker	\$49.90	
CM 6040f mfp	\$246.60	
Stapler/Stacker	\$49.90	
CM 4730xs mfp	\$158.60	
CM 4730x mfp	\$137.50	
CM 1312nfi mfp	\$23.80	

For above machines	<b>Black</b>	<b>\$0.017</b>
	<b>Color</b>	<b>\$0.085</b>

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**Printers (Not MFPs)**

CP2025dn (color printer)	\$17.00	
	Black	\$0.017
	Color	\$0.095
P2055dn (B/W printer)	\$13.00	\$0.017

**EXHIBIT A**  
**Pricing of Machines**

<b>Model</b>	<b>48 Months (per month)</b>	<b>CPC (Cost Per Copy)</b>
<b>All existing HP printers kept on this agreement</b>		
Black/White Laserjets		\$.017
Color Laserjets		\$.095

**This agreement also includes staples at no cost to the City for all machines that require staples.**



**EXHIBIT B**  
**CHANGE ORDER**  
**FOR ADDITIONAL OR UPGRADED EQUIPMENT**

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Customer PO # \_\_\_\_\_

Salesman: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

Minimum Rental: \_\_\_\_\_

Make	Model	Serial #	Rental Rate	Per	Value
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TOTAL MONTHLY PAYMENT: \$ \_\_\_\_\_ AND A MONTHLY MAINTENANCE AMOUNT OF \$ \_\_\_\_\_ PER MONTH

INSTALLATION CHARGES \_\_\_\_\_ REMOVAL CHARGES \_\_\_\_\_ TRAINING CHARGES \_\_\_\_\_ SPECIAL ACCESSORIES \_\_\_\_\_


**ACCEPTED BY CITY:**

NAME: \_\_\_\_\_ TITLE: Purchasing Manager

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ACCEPTED BY BMC INC.:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_